Fifth Amendment to the IME Professional Services - Member Services Contract

This Amendment to Contract Number MED-10-001-A is effective October 1, 2015, between the Iowa Department of Human Services (Agency) and MAXIMUS Health Services, Inc (Contractor).

Section 1: Amendment to Contract Language
The Contract is amended as follows:

Revision 1. Effective January 1, 2016, RFP Section 6.5.6, is amended to read as follows:

6.5.6 Lock-In

The Contractor will maintain the following activities associated with the currently enrolled lock-in (LI) program population. This will include restricting LI program participants found to be misusing medical services to one physician, pharmacy, hospital, or combination of these providers.

6.5.6.1 State Responsibilities

a. Determine compliance with overall federal regulations and state laws.
b. Establish policy regarding the administration of the member LI program.
c. Define all parameters regarding utilization to be used by the contractor in administering the LI program.
d. Approve the contractor's procedures for LI program administration.
e. Monitor the contractor's performance of LI program activities.
f. Conduct appeals and fair hearings related to LI decisions as needed.
g. Respond to member inquiries regarding LI status and LI processes.
h. Conduct all analysis and cost related reports associated with the LI program.

6.5.6.2 Contractor Responsibilities

a. Meet the following objectives:
    1. Improve care and health of members
    2. Reduce wasteful and duplicative services and therapies
    3. Program savings
b. Link program participants to medical providers to provide services.
c. Provide supportive professional and administrative services for appeals, prepare case summaries, and provide testimony regarding the review process during the administrative hearing.
d. Notify the member by letter requesting that the member choose a primary care provider and report to the Department. If the member chooses a primary care provider, prepare and send a letter to the chosen provider requesting the provider to become the primary care provider for the member. Contact the provider by telephone as a follow-up to the letter.
e. If the member does not choose a primary care provider, identify a provider who is willing to serve as the primary care provider.

f. Recruit providers who are willing to serve as primary care providers in all geographical areas of the state. If no providers in a specific area are willing to serve, notify the Department of the problem area.
g. On approval of the provider, prepare and send a letter to the member notifying the member of the primary care provider and report to the Department.
h. Set the LI indicator on the MMIS member database for each primary care provider for one year.
i. Reassign a member to a primary care provider if a selected primary care provider requests the reassignment or can no longer serve as the primary care provider.
j. Log all LI program activity in the workflow process, including the type of activity and the date the activity occurred.
k. Provide information to the Department on LI activities when requested for use in appeals and fair hearings, including preparing case summaries and providing testimony regarding the review process during the administrative hearing.
l. Meet monthly with Department staff to review restricted members, problems, and changes in review processes
m. Assist the Department with communications to both program participants and medical providers providing services to program participants.
n. Provide professional medical staff to perform Member Services lock-in program functions, as directed by the Department, including a nurse, with recognized credentials in the service area being reviewed. These medical consultants must be licensed or otherwise legally able to practice in the state of Iowa and possess the professional credentials to provide expert witness testimony in hearings or appeals.
o. Upon implementation of the IA Health Link program, provide the managed care organizations with program participation information for assigned members. This includes member name, program participation and dates of participation.

6.5.6.3 Performance Standards

a. Contractor shall submit the final program participation report to the MCOs within 10 business days of managed care "go live" date.

Revision 2. RFP Section 6.5.9.2(d), which was incorporated into the Contract through the Second Amendment, is hereby amended to read as follows:

d. Develop and distribute Iowa Medicaid publications as requested by the Agency.

Revision 3. RFP Section 6.5.10.2(e), which was incorporated into the Contract through the Second and Third Amendments, is hereby amended to read as follows:

e. Provide an Iowa communication consultant to complete various marketing and communications activities leading up to the April 1, 2016, launch of Medicaid Modernization, otherwise known as IA Health Link, within the state of Iowa. After April 1, 2016, and continuing through June 30, 2016, continue outreach and communication through various platforms, including social media, video, and direct mail. Duties include, but are not limited to:
    i. **Messaging** – Develop effective messaging for each target audience including providers, MCOs, members, stakeholders, and legislators.

Messaging will be used across all channels to help ensure continuity. Content will be tailored to each specific audience (including providers by their specialties) and will be translated into other languages as needed.

ii. **Social Media and 24/7 Monitoring** – Create Facebook and Twitter accounts for IA Health Link, to allow for fast and free communication with members and providers across the state.
   a) Platform messaging will focus on educational and informative posts, as well as promoting meetings and trainings. Tone will be friendly, approachable, and focused on consumer needs and areas of concern. All social media content will be developed monthly and reviewed and require approval by DHS prior to being posted online. End of month reporting will provide data on successful posts, as well as areas of possible improvement.
   b) To minimize the risk for confidential information to be posted to social media platforms, visitors will not be allowed to post comments or videos to the page and will not be allowed to tag IA Health Link in posts. Visitors will be allowed to privately message page administrators. Messages received will be securely transferred to Iowa Medicaid Member Services, and responses will be sent through existing secure channels, such as phone and mail. Control of the content posted to the page will allow the social media platform to be a source of information while minimizing inappropriate sharing of information or negative content and comments. To further minimize the risk of inappropriate sharing of information and/or negative contents/comments, LS2 will provide 24/7 monitoring across all social platforms through a variety of automated tools, as well as manual checks.

iii. **Scheduling and Promoting Member Meetings** – Organize member and provider training and schedule meetings across the state of Iowa, as well as promote those meetings and trainings across a variety of sources, including newspapers, radio, community calendars, Chamber of Commerce websites, and social media. When and where appropriate, develop earned media activities prior to and after trainings in key media markets across the state. Earned activities could include editorial board visits, desk side reporter briefings, radio interviews, and letters to the editor and opinion editorials in local newspapers.

iv. **Video Messaging** – Leverage video messaging to communicate with target audience(s) who consume most of their information digitally, including creation of short PSAs about the program.
   a) Videos will be posted to iahealthlink.gov and a new IA Health Link-branded YouTube page where members and stakeholders can access the videos around-the-clock.
   b) Videos will be developed to quickly address general questions, confusion around a particular part of the program, or to give members and stakeholders a video tutorial through a specific part of the enrollment process.

c) Additionally, videos could be used as a TV PSA in related markets around the state and posted on social media.
d) At Agency request, create more complex and produced videos for long-term use through the transition.

v. **Direct Mail Communications** – Work collaboratively with DHS to develop targeted direct mail pieces to reach members, target audiences, and stakeholders to deliver important information about the transition.
a) Direct mail letters and envelopes will be designed to align with the IA Health Link brand and use messaging developed collaboratively with DHS.
b) Call-to-action will be used on all pieces, including envelope exterior, to create urgency and communicate important information regarding the member's healthcare program is within.
c) A member packet and stakeholder communication and toolkits will be developed to communicate any and all changes to the process for Medicaid and the newly created IA Health Link. These packets can be mailed to members, distributed to members at meetings, or given to stakeholder groups to distribute to their constituencies.

vi. **Communication with Legislators** – Update the IA Health Link toolkit for legislators to ensure this audience has a complete and current awareness of the state's plan to communicate the change in the timeline for Medicaid Modernization. The updated toolkit will include up-to-date materials and talking points legislators may use to answer any questions coming from their constituencies.

vii. **Virtual Roundtable Discussion for Providers** – Plan and execute one (1) in-depth, live video-streamed "Virtual Roundtable" discussion for providers across Iowa.
a) The Virtual Roundtable will provide medical providers and representatives of state health systems with an opportunity to receive information about the transition and ask detailed questions.
b) A state representative from the governor's office or DHS will moderate the discussion. Panelists could include DHS and state technical staff, MCO clinical representatives, and others who would have the ability to answer detailed questions asked of the panel by provider audience members.
c) Engage vendors to produce, stream, and record the Virtual Roundtable, with all logistics to be determined and finalized with direction from DHS.
d) Develop briefing books for the event laying out each of the topic areas, suggested talking points, and time limits for each segment of the discussion. The briefing books will be given to all participants in advance and will help direct the conversation.
e) Notify the state's provider and health system community so they are aware of the timing of the live Virtual Roundtable and have the information needed to log into to the event.

Revision 4. RFP Section 6.5.10.2(g), which was incorporated into the Contract through the Second Amendment, is hereby deleted in its entirety.

Revision 5. RFP Section 6.5.11, which was incorporated into the Contract through the Fourth Amendment, is hereby amended to read as follows:

For the time period of October 1, 2015 through June 30, 2016, Contractor shall provide support of the Medicaid modernization effort underway at the Agency. This effort is expected to "go live" April 1, 2016. However, the elements of this Amendment pertaining to scope, timing, and fees may be modified by the Agency with at least 30 days advance notice. If such notice is provided by the Agency, the parties shall work in good faith to identify and address impacts to scope, timing and fees, and execute an amendment to the contract.

- From October 2015 through the end of this contract period, Contractor shall provide Enrollment Service Representatives (ESRs) to support the Agency's member services activity. ESR duties include but are not limited to:
    - Offer personalized assistance to support the enhanced choice counseling duties outlined in the Notice of Proposed Rulemaking or compliance with the Final Rule(s) regarding Medicaid managed care that may be issued in the future, duties necessary to support the enrollment of the long-term care and LTSS population into managed care, as well as other aspects of the Medicaid modernization effort.
    - Provide enhanced choice counseling options, especially for outreach and in-person enrollment assistance to populations who may require additional attention to encourage voluntary MCO choice
    - Working in conjunction with the Communications Team, the ESRs shall offer educational sessions, build community partnerships with local organizations and hold enrollment events at a variety of locations around the state of Iowa

- The Contractor shall have additional temporary Customer Service Representatives (CSRs) in place by October 2015 to adequately support the anticipated increase in member services call volume related to the Medicaid modernization effort.

Effective May 1, 2016, or one month after managed care "go live," whichever is later, the following duties shall be removed from the scope of work:

- Lock-In (RFP Section 6.5.6 and all of its subparts)

Effective January 1, 2016, the following duties shall be removed from the scope of work:

- Disease Management (RFP Section 6.5.7 and all of its subparts)
- Enhanced Primary Care Management (RFP Section 6.5.8 and all of its subparts)
- RFP Section 6.1.3.4.3.4 (d)

Effective May 1, 2016 or one month after "go live," whichever is later, the Contractor may streamline the Provider Services call center by integrating staff into the Member Services call center. To ensure seamless integration of Member and Provider Call Center services, effective October 2015, Contractor staff shall be provided access to all systems necessary to perform call center functions of both Member and Provider Services Contracts.

Contractor Deliverables

- Perform all required Member Services responsibilities, as outlined elsewhere in the Contract, and serve as the managed care enrollment broker for all Medicaid MCOs.
- Perform enhanced choice counseling services for the managed long-term services and supports (MLTSS) population as required by State and federal law, rule, and policy. The Contractor shall develop, revise at the direction of the Agency, and execute a specific Choice Counseling and Enrollment plan, as described below.
- Submit a specific Choice Counseling and Enrollment plan to address the unique needs of the long-term care populations including individuals with behavioral care needs, the elderly, and persons with disabilities. The purpose of the Choice Counseling and Enrollment Plan is to ensure the members are adequately supported in understanding their MLTSS options and support informed choice of an MCO. The Choice Counseling and Enrollment plan shall address:
    - Outreach and Communication activities planned to support Choice Counseling and Enrollment (including distributing, collecting and processing enrollment materials).
    - How questions will be answered and information provided in an unbiased manner on available MCO delivery system options.
    - Providing enrollment activities by phone and in person.
    - Sponsoring community based enrollment events designed to respond to the range of questions and needs of these specific populations.
    - Partnering with community-based organizations to support efforts of helping members access choice information and make selections.
    - Use of Agency-approved informational brochures for outreach and education specific to Choice Counseling and Enrollment.
    - Information to be available on the web page to support Choice Counseling and Enrollment.
    - Specialized training for call center staff regarding unique questions/issues for the LTC populations.
    - Methods of tracking specific questions.
    - Other elements as appropriate and requested by the Agency.
- Send Department-approved publications to members and providers, as appropriate.
- Conduct formal weekly status meetings with Agency-designated staff throughout the period covered by this amendment. These meetings may be cancelled or held less frequently if directed by the Agency.
- Provide weekly reports in an electronic form with format and content acceptable to the Agency, covering at least the following topics:
    - Contractor staffing levels
    - Choice counseling activities for the MLTSS population.
        - Outreach events conducted
        - Number of in-person, telephone, and online member contacts via the Agencies Interactive Voice Response (IVR) or email
        - All elements of reports for Member enrollment transactions below
        - Other inquiries from the MLTSS population, including reason codes

- Member enrollment transactions broken out by program and member type
  - Enrollment requests received by MCO
  - Enrollments processed to completion
  - Number of members enrolled in each MCO
  - Dates of receipt, processing, completion, etc. sufficient to monitor and calculate performance
- Outreach activity in the previous week
- Call center activities, broken out by Provider and Member functions:
  - Call center volume
  - Average handle time
  - Average wait time
  - Call reason codes
  - Complaints

Contractor Performance Standards

- Contractor shall comply with all Performance Standards outlined in RFP Sections 6.4.2 and 6.5 in relation to services provided pursuant to subsection 6.5.11.

Revision 6: Section 7.1, "Performance Based Contract," is hereby amended by adding the following language at the end of the Section:

Notwithstanding the above, the above payment obligations shall terminate as of the effective date of the Fifth Amendment. Upon the effective date of the Fifth Amendment, Contractor may invoice the Agency consistent with the monthly "Revised Monthly Fee" values set forth in the table below.

Month	Previous Monthly Fee	Increase or (Reduction) in Fee	Revised Monthly Fee
October 2015	$488,917.00	$49,733.00	$538,650.00
November 2015	$488,917.00	($30,392.00)	$458,525.00
December 2015	$488,917.00	($30,392.00)	$458,525.00
January 2016	$488,917.00	($360,290.00)	$128,627.00
February 2016	$488,917.00	($360,290.00)	$128,627.00
March 2016	$488,917.00	($360,290.00)	$128,627.00
April 2016	$488,917.00	($360,290.00)	$128,627.00
May 2016	$488,917.00	($360,290.00)	$128,627.00
June 2016	$488,917.00	($360,290.00)	$128,627.00
9-Month Total:	**$4,400,253.00**	**($2,172,791.00)**	**$2,227,462.00**

In addition to the above monthly fixed fee amounts, Contractor may invoice the following amounts:

Section 6.5.6: $28,453 per month beginning January 2016 and ending 30 days following managed care "go live" (currently scheduled for April 2016)

Section 6.5.10.2(e): $19,500 per month for the period of January 2016 through June 2016, with an additional $18,200 per complex, produced video

production the Agency requests per Contract Section 6.5.10.2(e)(iv)(d))

In addition to the above fixed fee amounts, starting in October 2015, payment shall include a variable cost per call for each phone call handled by a live Customer Service Representative, according to the fee schedule below:

Calls per Month	Variable Cost per Call
1 - 34,999	$4.98
35,000 – 44,999	$4.90
45,000 – 54,999	$4.81
55,000 and above	$4.73

The Contractor shall not charge the Agency for any calls handled by an IVR or otherwise diverted so as not to reach a live CSR. All calls handled by a live CSR, up to 34,999 in a given calendar month, shall be invoiced at the price in the first band. Additional calls over the first band shall be invoiced according to the total calls handled by band.

Pricing for the additional optional year shall continue with no increase above the monthly fee or variable cost per call in place as of June 2016.

Section 2: Ratification and Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, MAXIMUS Health Services, Inc.	**Agency, Iowa Department of Human Services**
Signature of Authorized Representative: Charles K. Sweeney II	Signature of Authorized Representative: C M Palmer
Printed Name: Charles K. Sweeney II	Printed Name: Charles M. Palmer
Title: Vice President - Contracts	Title: Director
Date: March 11, 2016	Date: 3-18-16